

# Visiology, Inc.

Todd H. Lowe (205) 330-1701  
Barbara L. Lowe (205) 330-1702  
Bobbi Ferguson (205) 330-1703  
FAX (205) 330-1705

REC'D TN  
REGULATORY AUTH.

'99 JAN 29 PM 2 41

OFFICE OF THE  
EXECUTIVE SECRETARY

January 21, 1999

David Saper  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

99-00057

Re: Joint Application for Transfer of Authority and Tennessee Assets from Speer Virtual Media, Ltd. to Speer Communications Virtual Media, Inc. and Notification of Transfer of Control of Speer Communications Virtual Media, Inc. to Precision Systems, Inc.

Dear Mr. Saper

Pursuant to Section 65-4-113 Tennessee Code Annotated, Speer Virtual Media, Ltd. ("SVM") and Speer Communications Virtual Media, Inc. ("SCVM"), (collectively the "Applicants"), hereby request that the Tennessee Regulatory Authority ("TRA") approve the following:

1. the transfer of SVM's Tennessee assets and Certificate of Convenience and Necessity ("Certificate") to SCVM and
3. the adoption of SVM's tariff by SCVM.

Pursuant to 65-411-2(B) of the Tennessee Code Annotated, the Applicants herewith notify the TRA that control of SCVM will be transferred to Precision Systems, Inc. ("PSI") upon consummation of an agreement between the Speer companies and PSI. In accordance with 65-411-2(B), this transaction does not require approval by the TRA.

SVM was granted authority to resell interexchange telecommunication services by the TRA on July 9, 1997, carrier identification number 970956. SVM now seeks to transfer its Certificate to its wholly owned subsidiary, Speer Communications Virtual Media, Inc.

Once the TRA has approved the transfer of the Certificate to provide intrastate services to SCVM, SVM plans to transfer its telecommunications operations and assets to SCVM and cease operations in Tennessee as a long distance reseller. SCVM will assume full responsibility for all existing communications customers and services. SCVM's application for a Certificate is included at Exhibit 1. SCVM's services, rates, and charges mirror in their entirety those of SVM making these transfers virtually seamless to the retail customers in terms of the services they currently receive. All affected customers have been noticed regarding this transaction. A copy of the customer notice is included at Exhibit 2. A list of contact names and telephone numbers for SCVM and its parent companies are included at Exhibit 3. A copy of the proposed tariff, which mirrors that of SVM currently on file with TRA except for the name of the company and the president, is included at Exhibit 4.

Control of Speer Communications Virtual Media, Inc. will be transferred to PSI as part of an agreement between privately-held companies, including SVM, that are controlled by Roy M. Speer, and PSI, a public corporation. Roy M. Speer companies currently control SVM, and through it control SCVM. After the proposed transaction is consummated, PSI will control SCVM but Roy M. Speer, through the various Speer companies, will control PSI. Therefore, while this transaction contemplates a technical change of control of SCVM from SVM to PSI, there will not be a change in control in any practical sense. Since companies controlled by Roy M. Speer will hold the majority of PSI's common stock upon consummation of the Agreement, the ultimate control of SCVM will still reside with Roy M. Speer. Upon consummation of the transfer of control, Speer Communications Virtual Media, Inc. will continue operating under its current name. This transfer of control will not in any way disrupt service nor cause inconvenience or confusion to SCVM's customers. In fact, the transfer of control will be virtually seamless to customers in terms of their services. Verifications are enclosed at Exhibit 5. Pre-transfer and post-transfer organization charts are enclosed at Exhibit 6.

Consummation of the proposed transactions will serve the public interest in promoting competition in the telecommunications market by providing the Speer companies, including SVM, SCVM, and PSI, the opportunity to strengthen their competitive positions by combining their financial resources and complementary services, facilities, and expertise.

In summary, SCVM respectfully requests that the TRA approve:

1. the transfer of SVM's Tennessee assets and Certificate to SCVM to be effective on the first day of the month following TRA approval and

2. the adoption of SVM's tariff by SCVM.

For TRA use, we've enclosed an original and five copies of this application. Also enclosed is a check for \$50.00 to cover the filing fee. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Any questions regarding this notification should be referred to me at (205) 330-1703. Your assistance in this matter is greatly appreciated.

Yours truly,

A handwritten signature in black ink, reading "Bobbi Ferguson". The signature is written in a cursive, flowing style.

Bobbi Ferguson  
Regulatory Consultant to  
Speer Communications Virtual Media, Inc.  
Speer Virtual Media, Ltd.  
Precision Systems, Inc.

Enclosures

**EXHIBIT 1**

**SCVM CERTIFICATION FORM**

**TENNESSEE REGULATORY AUTHORITY**

Lynn Greer, Chairman  
Sara Kyle, Director  
Melvin Malone, Director

460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES  
AND/OR RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE  
[RULE 1220-4-2-.57]  
SECTION A**

**Part 1: General Information**

A. Name of Applicant Speer Communications Virtual Media, Inc.  
Address 3201 Dickerson Pike  
City Nashville State TN Zip Code 37207 Phone No. (615) 650-6600

B. Owner, Partners, Or Corporate Officer

NAME	ADDRESS	CITY	STATE	ZIP CODE
Speer Virtual Media, Ltd.	3201 Dickerson Pike	Nashville	TN	37207

C. Name and telephone number of Tennessee contact person authorized to respond to Commission inquiries Monday through Friday.  
Bobbi Ferguson, Visiology, Inc. (205) 330-1703 (205) 330-1705  
Name Tennessee Phone No. Fax No.

D. List a toll-free telephone number that consumers can call to report service problems and/or request refunds or adjustments. (800) 854-6000

E. Check the type of telecommunication services you plan to provide in Tennessee.  
☒ Resell Interexchange long distance services  
☐ Resell Local Exchange services  
☐ Operator Services  
☐ Other (describe below) \_\_\_\_\_

F. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. Provide the above information on Appendix I.  
**N/A Applicant is not an operator services provider.**

G. List the state(s) you are authorized to operate in at this time.  
**SCVM is authorized to operate in Idaho, Iowa, Massachusetts, Montana, New Hampshire, New Jersey, Oregon, Rhode Island, Texas, Utah, Virginia, and Wyoming.**

(To be filled out by PSC) \_\_\_\_\_

Company ID Number \_\_\_\_\_

Date Approved \_\_\_\_\_

Evaluator \_\_\_\_\_

- H. List any states that you have been denied authority to provide service.  
None.
- I. Areas in Tennessee to be served.  
Entire state
- J. What type of customers will the company serve?  
a. Business ✓  
b. Residential ✓  
c. Aggregators \_\_\_\_\_  
(e.g. Hotels, Payphones)  
d. Other (specify) \_\_\_\_\_
- K. Do you allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over your network? If yes, specify amount. N/A
- L. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers price for similar services? Yes\_\_\_ No\_\_\_ N/A Competitive Services
- M. Describe the type of services and price that the applicant will be offering in Tennessee on the informational Tariff Form found in Appendix II<sup>1</sup>.
- N. What is the applicant's 10XXX or 800 access code? N/A
- O. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee? Yes. Applicant has a switch in Nashville, TN.
- P. What facility-based network will the applicant be reselling? Sprint
- Q. Will the applicant be utilizing the local telephone company's billing system or billing customers direct<sup>2</sup>? See Appendix III.
- R. Describe briefly how the applicant plans to market their services in Tennessee? If an independent telemarketer is going to be used, state company name and address.  
Services will be marketed directly by the company and through independent sales agents.
- S. Describe the procedures the applicant will use to switch a customer's preferred interexchange service. The Applicant will obtain a signed Letter of Agency in compliance with F.C.C. guidelines.

<sup>1</sup> Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicants request to be rejected.

<sup>2</sup> A copy of a bill is required if the applicant is going to bill the customer direct.

- T. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes\_\_\_ No\_\_\_ N/A  
**Applicant is a switched based reseller. Call blocking is controlled by the LEC.**
- U. Applicant gives permission to the local telephone company to provide the Commission a periodic sample of the resellers intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. Yes ☒ No\_\_\_

**Part II: Organization Structure**

**A. Type of Organization**

\_\_\_ Individual ☒ Corporation  
\_\_\_ Partnership \_\_\_ Other (Explain on separate sheet)

**B. If partnership and/or Non-resident**

- (1) Attach a copy of Articles of incorporation and current by-laws.
- (2) Attach a copy of Certificate of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

**Part III: Financial Information**

- A. Attach a current financial statement showing in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

**Part IV: Display Card**

Attach a copy of the display card to be placed on the aggregators telephone which shows what operator services are to be provided. The card must contain all required information listed in the attached Rule (1220-4-2-.57,B)<sup>3</sup>, which includes a toll-free number customers can call for service problems and refunds.

**N/A. Company does not provide operator services.**

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<sup>3</sup> It is the responsibility of the reseller or operator service provider to assure that the appropriate display card is affixed to the aggregates telephones.

Part V: Rule Compliance Agreement

A. The Interexchange Reseller or Operator Service Provider applicant, hereby, affirms the following:

- Has received, read, and understands the Tennessee Public Service Commission's (TPSC) Interexchange Reseller Rules and Regulations.
- Understands the penalties for non-compliance, and all associated fees to provide such service.
- Will comply with the TPSC Interexchange Reseller Rules and all other applicable Commission Rules and state laws, including T.C.A. Section 65-5-206 (Appendix IV).
- That all information provided in the attached registration document is true to the best of my knowledge.

Speer Communications Virtual Media, Inc.

Company Name

Date

Handy Gubler Vice President

Company Official

Title

Subscribed and sworn

before me this 21<sup>st</sup> day

of Jan., 19 99

Vickie McCutchen

Notary Public

My Commission Expires MAY 28, 2000

seal



## **APPENDIX I**

<u>Reseller Name</u>	<u>Address</u>	<u>Contact Person</u>
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**Not applicable. Applicant is not an Operator service provider.**

## **Appendix II**

### **Informational Tariff Sheet**

**Speer Communications Virtual Media, Inc.**

**All services to be provided are competitive services  
only available to presubscribed customers.**

## **Appendix III**

### **Sample Bill**

As a new company, Speer Communications Virtual Media, Inc. has not yet prepared any bill formats. Speer Communications Virtual Media, Inc. is a wholly owned subsidiary of Speer Virtual Media, Ltd. which was granted a certificate of authority on July 9, 1997 in Docket No. 97-0956. For that reason, SCVM will be adopting the forms and agreements used by SVM. Therefore, SCVM requests that the sample bill that was provided in Docket No. 97-0956 be incorporated herein by reference.

## **Appendix IV**

### **Financial Information**

As a new company, Speer Communications Virtual Media, Inc. does not have a balance sheet and income statement. Speer Communications Virtual Media, Inc. is a wholly owned subsidiary of Speer Virtual Media, Ltd. which was granted a certificate of public convenience and necessity by the Illinois Commerce Commission ("Commission") on July 9, 1997 in Docket No. 97-0956. Therefore, SCVM requests that the financial information regarding SVM that was provided in Docket No. 97-0956 be incorporated herein by reference.

## **Appendix V**

### **Certificate of Authority**

# Secretary of State

## Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 11/16/98

REQUEST NUMBER: 3583-1687

TELEPHONE CONTACT: (615) 741-2286

FILE DATE/TIME: 11/12/98 1419

EFFECTIVE DATE/TIME: 11/12/98 1419

CONTROL NUMBER: 0360674

TO:  
UNISEARCH, INC.  
1295 BANDANA BLVD N  
SUITE 300  
ST PAUL, MN 55108

RE:  
SPEER COMMUNICATIONS VIRTUAL MEDIA, INC.  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

ON DATE: 11/13/98

FROM:  
UNISEARCH, INC. (MN)  
1295 BANDANA BLVD, N  
SUITE 300  
ST. PAUL, MN 55108-0000

RECEIVED: FEES \$600.00 \$0.00

TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00002385746  
ACCOUNT NUMBER: 00202444



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR  
SPEER COMMUNICATIONS VIRTUAL MEDIA, INC.

FILED

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is SPEER COMMUNICATIONS VIRTUAL MEDIA, INC.

If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

[NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d) and an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Delaware

3. The date of its incorporation is 7-15-98 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is

Street	City	State/Country	Zip Code
3201 Dickerson Pike,	Nashville, TN	37207	

5. The complete street address (including the county and the zip code) of its registered office in this state is

Street	City/State	County	Zip Code
1912 Hayes Street	Nashville, TN	Davidson	37203

The name of its registered agent at that office is  
National Registered Agents, Inc.

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

SEE ATTACHED ADDENDUM

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

SEE ATTACHED ADDENDUM

8. The corporation is a corporation for profit.

9. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is

\_\_\_\_\_, 19\_\_\_\_ (date), \_\_\_\_\_ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than one (1) month prior to the date the application is filed in this state.]

Signature Date

11-9-98  
President

Signer's Capacity

SPEER COMMUNICATIONS VIRTUAL MEDIA, INC.

Name of Corporation

Signature

Lee Provow

Name (typed or printed)



1.8.13.8 1.8.13.13

**Addendum**

**SPEER COMMUNICATIONS VIRTUAL MEDIA, INC.** 12.11.2.19

**Officers and Directors List**

SECRETARY OF STATE

**Officers:**

President: Lee Provow, 3201 Dickerson Pike, Nashville, TN 37207  
Vice President: Frank Gruber, 3201 Dickerson Pike, Nashville, TN 37207  
Secretary: Frank Gruber, 3201 Dickerson Pike, Nashville, TN 37207

**Directors:**

Lee Provow 3201 Dickerson Pike, Nashville, TN 37207  
Frank Gruber 3201 Dickerson Pike, Nashville, TN 37207



*State of Delaware*  
*Office of the Secretary of State*

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NOV 12 PM 2:19

SECRETARY OF STATE

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SPEER COMMUNICATIONS VIRTUAL MEDIA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF NOVEMBER, A.D. 1998.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SPEER COMMUNICATIONS VIRTUAL MEDIA, INC." WAS INCORPORATED ON THE FIFTEENTH DAY OF JULY, A.D. 1998.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2921099 8300

981429896

AUTHENTICATION: 9394932

DATE: 11-09-98

## **Appendix V**

### **Articles of Incorporation**

JUL-15-98 WED 16:11

NCR 7341450

FAX NO. 7341476

STATE OF DELAWARE  
SECRETARY OF STATE 02  
DIVISION OF CORPORATIONS  
FILED 03:00 PM 07/15/1998  
981275291 - 2921099

**CERTIFICATE OF INCORPORATION**  
**OF**  
**SPEER COMMUNICATIONS VIRTUAL MEDIA, INC.**

The undersigned intends to form a stock corporation under the Delaware General Corporation Law and to that end sets forth the following:

**FIRST:** The name of the corporation is:

**SPEER COMMUNICATIONS VIRTUAL MEDIA, INC.**

**SECOND:** The post office address of the initial registered office of the corporation in the State of Delaware is 9 East Loockerman Street, Dover, Kent County, Delaware 19901, and the name of the registered agent is National Registered Agents, Inc.

**THIRD:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** The corporation shall have the authority to issue ten thousand (10,000) shares of common stock, with a par value of one cent (U.S. \$0.01) per share.

**FIFTH:** The business and affairs of the corporation shall be managed by a board of directors.

**SIXTH:** In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the board of directors is expressly authorized to adopt, amend and repeal the by-laws.

**SEVENTH:** The name and address of the incorporator is:

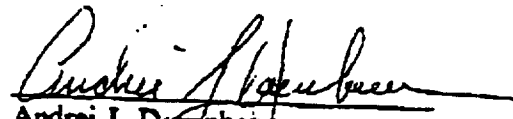
Andrei J. Dorenbaum  
Baker & McKenzie  
815 Connecticut Avenue, NW Suite 900  
Washington, D.C. 20006

**EIGHTH:** The corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware. All rights conferred herein are granted subject to this reservation.

**NINTH:** The corporation is to have perpetual existence.

**TENTH:** The personal liability of the directors and officers of the corporation is hereby limited and eliminated to the fullest extent permitted by the laws of the State of Delaware, as the same may be amended and supplemented.

IN WITNESS WHEREOF, the undersigned incorporator of SPEER COMMUNICATIONS VIRTUAL MEDIA, INC., for the purpose of forming a corporation under the laws of the State of Delaware does make, file and record this Certificate of Incorporation, does certify to the best of his knowledge that the facts herein stated are true in all material respects, and accordingly, has hereto set his hand and seal this fifteenth day of July, 1998.

  
Andrei J. Dorenbaum  
Incorporator

## **EXHIBIT 2**

### **CUSTOMER NOTICE**



SPEER VIRTUAL MEDIA, LTD.

CUSTOMER NOTICE

November 30, 1998

RE: Speer Virtual Media, Ltd.  
Corporate Restructuring

Dear Customer:

Speer Virtual Media, Ltd. is pleased to announce the formation of a subsidiary corporation named Speer Communications Virtual Media, Inc. This new corporation will become the telecommunications arm of Speer Virtual Media, Ltd. assuming full responsibility for all existing long distance communications customers and services.

Speer Virtual Media, Ltd. wants to assure you, as one of our valued customers, that this restructuring will be as seamless a process as possible. The only difference you will notice will be a change in the name on your invoice to Speer Communications which will be phased in beginning with your January 1999 invoice. **There will be no change in your rates, charges, services, or contact numbers.**

If you have any questions, we would like to hear from you so please call your customer service representative at 1 (888) 283-2010.

Tom Weekly  
Vice President  
Speer Virtual Media, Ltd

Frank Gruber  
Vice President  
Speer Communications Virtual Media, Inc.

## **EXHIBIT 3**

### **SPEER COMMUNICATIONS VIRTUAL MEDIA, INC. COMPANY DATA**

1. Principal address and telephone numbers:

Speer Communications Virtual Media, Inc.  
3201 Dickerson Pike  
Nashville, Tennessee 37207  
(615) 650-6600 Fax (615) 650-6292

2. Regulatory contact for this proceeding and any subsequent Authority communications:

Bobbi Ferguson  
Visiology, Inc.  
16061 Carmel Bay Drive  
Northport, AL 35475  
(205) 330-1703, FAX (205) 330-1705

3. Principal name, address, telephone number, and fax number of SCVM's parent companies:

Speer Virtual Media, Ltd  
3201 Dickerson Pike  
Nashville, Tennessee 37207  
(615) 650-6600 Fax (615) 650-6292

Upon completion of transfer of control:  
Precision Systems, Inc.  
11800 30th Court North  
St. Petersburg, Florida 33716  
(813) 572-9300, FAX (813) 572-7957

**EXHIBIT 4**

**PROPOSED TARIFF**



Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

Tennessee Informational Tariff No. 1  
Original Page 1

Issued: January 15, 1999  
Effective:

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SPEER COMMUNICATIONS VIRTUAL MEDIA, INC.

THIS TARIFF CONTAINS THE

REGULATIONS AND RATES APPLICABLE TO THE PROVISION

OF INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF TENNESSEE

Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

Tennessee Informational Tariff No. 1  
Original Page 2

Issued: January 15, 1999  
Effective:

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**CHECK PAGE**

Each page of this Tariff is effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

Tennessee Informational Tariff No. 1  
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Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

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Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

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Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

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Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

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Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- |   |   |   |
|---|---|---|
| C | - | Changed regulation                                  |
| D | - | Discontinued rate or regulation                     |
| I | - | Increase  |
| M | - | Matter relocated without change                     |
| N | - | New rate or regulation                              |
| R | - | Reduction   |
| S | - | Reissued matter                                     |
| T | - | Change in text, but no change in rate or regulation |
| Z | - | Correction  |



### **TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. **Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
- D. **Check Pages** - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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**Applicant:** Applicant is any entity or individual who applies for Service under this Tariff.

**ANI:** ANI stands for Automatic Number Identification.

**Blocking:** Blocking is a temporary condition that may be initiated by the Company or the DUC so that the Customer cannot complete a telephone call.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession.

**CAP:** CAP is an acronym for Competitive Access Provider which is any provider of local access service other than the Local Exchange Carrier.

**Cardholder:** Cardholder is the associate, member, Customer, or other individual that uses the Company's Prepaid Calling Card Service.

**CLEC:** CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

**Clip Rate:** Clip Rate is the unit rate used to decrement a Prepaid Calling Card account balance.

**Company:** Company refers to Speer Communications Virtual Media, Inc.

**Commission:** Commission refers to the Tennessee Regulatory Authority or any succeeding agency.

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**Conference Bridge:** Conference Bridge is equipment which allows for four or more participants on the same call.

**Coordinator:** Coordinator is a term used in conjunction with the Conference Service and is the operator responsible for a given conference call.

**Credit Card:** Credit Card refers to Amex®, Discover®, MasterCard®, Visa® or other Credit Card companies as appropriate.

**Customer:** The Customer is a person or legal entity which subscribes to Service from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**DUC:** DUC stands for Designated Underlying Carrier.

**Employees:** The term Employees refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

**End User:** End User is the person or legal entity which uses the Service provided by the Company.

**F.C.C.:** F.C.C. stands for Federal Communications Commission or any succeeding agency.

**Host:** The term Host is used in conjunction with Conference Service and refers to the Customer's coordinator of a conference call.

**ICB:** ICB stands for Individual Case Basis.

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**Inbound Service:** Inbound Service(s) permit calls to be completed to the Customer's location without charge to the calling party. Access to Inbound Service is gained by dialing a ten-digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's requested location.

**InterLATA Call:** An interLATA call is any call that originates in one LATA and terminates in a different LATA.

**IntraLATA Call:** An intraLATA call is any call that originates and terminates within the same LATA.

**IXC:** IXC stands for Interexchange Carrier.

**LATA:** LATA stands for Local Access Transport Area, which is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

**LEC:** LEC stands for Local Exchange Carrier.

**LOA:** LOA stands for Letter of Agency.

**Modification of Final Judgment:** Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.D.C. 1982).

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**NPA:** NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

**NXX:** NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

**PBX:** PBX stands for Private Branch Exchange.

**PIC:** PIC stands for Primary Interexchange Carrier.

**PIN:** PIN is an acronym for Personal Identification Number which is a unique number assigned to each calling card or Prepaid Calling Card for the purpose of accessing Service.

**Platform:** Platform refers to the Company's proprietary computer technology that provides Calling Card Service, Prepaid Calling Card Service and a voice mail service which includes unregulated features such as fax mailbox, e-mail, information services, and broadcast fax, and regulated features which include the ability to place inbound, outbound, and calling card long distance calls.

**Point-of-Sale:** Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

**Prepaid Calling Card:** Prepaid Calling Card Service allows a Customer to purchase a predetermined amount of access to the Company's long distance and directory assistance Services prior to the use of Service(s).

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**Rate Center:** A Rate Center is a specified geographical location used for determining mileage measurements.

**Residential Customer:** A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

**Site:** Site is a term used in connection with Conference and refers to the telephone line connected to the Conference Bridge.

**Service:** Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

**State:** State refers to the State of Tennessee.

**Switched Access:** If the Customer's location has a transmission line that is switched through the LEC, CLEC or CAP to reach the long distance network, the access is Switched Access.

**Underlying Carrier:** Underlying Carrier refers to any interexchange carrier that provides long distance Service resold by the Company pursuant to this Tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 This Tariff contains the description, regulations, and rates applicable to intrastate IntraLATA and intrastate InterLATA telecommunications Service offered by the Company with principal offices located at 3201 Dickerson Pike, Nashville, Tennessee 37207. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. Service is provisioned via the Company's switch, or by the DUC, or both. Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the DUC is made by the Company.
- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations On Service

- 2.2.1 Service is offered subject to the availability of facilities, the Company's ability to provision the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC(s), the Company, CLECs, CAPs or the LEC.
- 2.2.2 All Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering. Intrastate Service is not sold on a stand-alone basis. All Switched Access services are only available in equal access areas. Calling card and Prepaid Calling Card calls may originate anywhere in the State.
- 2.2.3 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.



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## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations on Service (continued)

2.2.4 Conditions under which the Company may, without notice, suspend Service without liability include, but are not limited to:

- (A) Customer's or End User's use of the Service which constitutes a violation of any laws, government rules, regulations, or policies; or
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such Service; or
- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or End User's misuse of the Company's switch or DUC's network; or,
- (E) Customer's or End User's use of the DUC's network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or

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### 2.2 Limitations On Service (continued)

#### 2.2.4 (continued)

- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Fraudulent billing information; or
- (I) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (J) Refusal by the Customer to allow the Company or representatives of the Company reasonable access to the Customer's facilities as required to provision Service.

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### 2.2 Limitations On Service (continued)

- 2.2.5 In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Service(s), the Company will make an effort to contact the Customer, but Service may be suspended without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, Area Codes, LATAs, RBOC territory, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk.
- 2.2.6 If the Company is notified by the DUC or otherwise reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days' written notice of its intent to suspend Service.

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### 2.2 Limitations On Service (continued)

2.2.7 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

- (A) Failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.7.2 and 2.7.3 of this Tariff; or
- (B) Customer's or End User's use of the Service constitutes a violation of the provisions of this Tariff; or
- (C) Rejection of charge authorization by the Customer's designated Credit Card company; or
- (D) Abandonment of the premises served; or
- (E) Insufficient billing information; or
- (F) Customer fails to correct any condition listed in Sections 2.2.5 or 2.2.6 of this Tariff.
- (G) Failure to pay for Service pursuant to Section 2.8.2 (B) of this Tariff.

2.2.8 Calls that may not be completed using Prepaid Calling Card Service include long distance operator services such as person-to-person or collect calls, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, directory assistance, and calls placed via dialing a 500, 700, or 900 number.

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### 2.2 Limitations On Service (continued)

- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 Recording of telephone conversations provided pursuant to Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.11 Service may not be transferred or assigned without Company's written consent. All regulations and conditions contained in this Tariff and all other applicable Service conditions shall apply to all such permitted assignees or transferees.
- 2.2.12 The Company reserves the right to refuse to process a Third Party Call when the Company cannot confirm acceptance of charges at the third number.
- 2.2.13 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

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### 2.2 Limitations On Service (continued)

2.2.14 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.15 For Inbound Services, the Customer may select to receive calls from the (1) U.S. Mainland; (2) United States; (3) United States and Canada; (4) U.S. Mainland and Canada; and (5) United States, Canada, Puerto Rico, and Virgin Islands. The Customer may further restrict the receipt of inbound calls from within the United States by area code, LATA, NPA-NXX, or by RBOC territory.

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### 2.2 Limitations On Service (continued)

2.2.16 For Customer's that preset the limit of the amount of charges that may be billed to their calling card, if a Credit Card company denies authorization for recharging a Customer's calling card, Service will be suspended when the Customer's account balance reaches zero unless the Customer provides the Company an alternate Credit Card number that will authorize the charge.

2.2.17 To help control fraud, only one call at a time will be processed for a Prepaid Calling Card.

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### 2.3 Limitation of Liability

#### 2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment or service associated with such Service.
- (B) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of Service when such defacement or damage is not the result of the Company's negligence.
- (C) Damages caused by the negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (E) Failure or delay in the delivery of Calling Cards or Prepaid Calling Cards.
- (F) Any special or consequential damages or any lost revenues or lost profits of any kind or nature arising out of the furnishing of or interruption in Service contained in this Tariff, even if Company is advised of the possibility of the same.
- (G) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of Inbound Service, this also applies to third parties who dial the Customer's 800/888 number by mistake.



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### 2.3 Limitation of Liability (continued)

#### 2.3.1 (continued)

- (H) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.
- (I) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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### 2.3 Limitation of Liability (continued)

- 2.3.2 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide or maintain Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.3 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.
- 2.3.4 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.

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### 2.3 Limitation of Liability (continued)

2.3.5 The Company's will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

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### 2.3 Limitation of Liability (continued)

- 2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, a portion or all of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.8 Without liability, the Company may rely on CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's Service.
- 2.3.9 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.10 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

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### 2.3 Limitation of Liability (continued)

- 2.3.11 If Company chooses to subcontract the printing of Prepaid Calling Cards, the Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.
- 2.3.12 If the Company issues Prepaid Calling Cards and the PINs that will not access Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.
- 2.3.13 The Company's liability shall be limited to that expressly assumed in Section 2.3 of this Tariff. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings. With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

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### 2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the switching facilities of the Company or the transmission/switching facilities of the DUC or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to Service. However, this provision does not preclude an agreement between the Customer, authorized user, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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### 2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or authorized user will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions:

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.

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### 2.4 Use of Service (continued)

#### 2.4.4 (continued)

- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or authorized user will be liable to the Company for all charges incurred as a result of its use of Service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or authorized user.
- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.



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### 2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Services or rates, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.

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### 2.5 Obligations of the Customer (continued)

#### 2.5.1 (continued)

- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or (2) from claims by third parties that any Prepaid Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; or (3) in the event that the Company chooses to have another company print their Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.

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### 2.5 Obligations of the Customer (continued)

#### 2.5.1 (continued)

(J) All claims related to lost or stolen Prepaid Calling Cards.

(K) Claims related to lost or stolen calling cards, except as described in Section 2.21.3 of this Tariff.

The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

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### 2.5 Obligations of the Customer (continued)

- 2.5.2 The Customer shall be responsible for the payment of all charges for Service provided to Customer under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of Service furnished to Customer under this Tariff. Also see Section 2.12.3 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.3 The Customer is responsible for payment of all charges for Service provided by the Company and originating at Customer's number; accepted at Customer's number; billed to Customer's Calling Card or Prepaid Calling Card; or rendered at Customer's specific request, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part.
- 2.5.4 The Company shall not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.

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### 2.5 Obligations of the Customer (continued)

- 2.5.5 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such cards.
- 2.5.6 For Customers subscribing to the Speer Private Label Prepaid Calling Card Service all customized designs are subject to the Company's review and approval. The Company will deliver to the Customer a prototype of the customized card. Prior to the Company's fulfillment of the Customer's order, the Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype. Any such requested revisions to the customized design will be subject to the Company's approval.
- 2.5.7 The Customer will be liable for reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, contractors, or End User(s).

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### 2.5 Obligations of the Customer (continued)

- 2.5.8 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 2.5.9 The Company's failure to or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.10 The suspension of Services pursuant to Section 2.25 of this Tariff or the termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, or 2.11 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.11 If Service is terminated pursuant to Section 2.2.4, Section 2.2.6, Section 2.2.7 or Section 2.11 of this Tariff or if the Customer cancels Service pursuant to Section 2.10 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

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### 2.5 Obligations of the Customer (continued)

- 2.5.12 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage equipment, injure personnel, or degrade Service to other Customers or other users of the network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC or CLEC signal power limitations.
- 2.5.13 A Customer of any of the Company's Inbound Services must provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

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### 2.6 Establishment of Credit

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of a signed application for service, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.



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### 2.7 Obtaining Service

#### 2.7.1 Application For Service

Acceptance or use of Service by the Customer shall be deemed an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. All applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer.

#### (A) Speer Long Distance Services

##### .1 Speer 1+ and Speer 800

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement, an LOA, and authorization for billing monthly charges to the Customer's Credit Card.

##### .2 Speer Prepaid Calling Card

The Speer Prepaid Calling Card does not require an application for Service.

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### 2.7 Obtaining Service (continued)

#### 2.7.1 Application For Service (continued)

##### (A) Speer Long Distance Services

#### .3 Speer Corporate Calling Card

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement. As part of the application, the Applicant must select from the direct billing option or the Credit Card billing option. If the Credit Card billing option is selected, the Applicant must establish a preset limit on the dollar amount that may be charged to the calling card without additional authorization by the Applicant. The Applicant must also provide the Company with authorization to charge the Applicant's Credit Card each month to restore the account balance to the preset limit. If the direct billing option is selected, the Applicant must also establish credit satisfactory to the Company as provided in Section 2.6 of this Tariff. If the Customer does not establish credit pursuant to Section 2.6 of this Tariff, Credit Card billing will be utilized.

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### 2.7 Obtaining Service (continued)

#### 2.7.1 Application For Service (continued)

##### (A) Virtual Office Long Distance Services

###### .1 Virtual Office Calling Card

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement. As part of the application, the Applicant must establish a preset limit on the dollar amount that may be charged to the calling card without additional authorization by the Applicant. The Applicant must also provide the Company with authorization to charge the Applicant's Credit Card each month to restore the account balance to the preset limit.

###### .2 Virtual Office 1+ and Virtual Office 800

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement, an LOA, and authorization for billing monthly charges to the Customer's Credit Card.

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### 2.7 Obtaining Service (continued)

#### 2.7.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, (D) information relating to Customer's management, owners, and affiliates (if any), and (E) the Applicant's or Customer's actual long distance usage.

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### 2.7 Obtaining Service (continued)

#### 2.7.3 Customer Deposits

##### (A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.6 hereof may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

##### (B) Amount of Deposit

The amount of any deposit shall not exceed the estimated charges for two months' Service. The Company shall determine the amount of the deposit.

##### (C) Interest on Deposits

The Company will not pay interest on deposits.

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### 2.7 Obtaining Service (continued)

#### 2.7.3 Deposits (continued)

##### (D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service.
- At the end of one year of satisfactory payments for Service.
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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## SECTION 2 - RULES AND REGULATIONS

### 2.8 Rendering and Payment of Bills

#### 2.8.1 Payment For Prepaid Calling Card Services

##### (A) Speer Best Rate Prepaid Calling Card

When the Customer initially orders Prepaid Calling Card Service, the Customer must prepay the charges for Service according to the rates included in Section 4.5 of this Tariff. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

##### (B) Speer Private Label Prepaid Calling Card

Upon establishing credit pursuant to Section 2.6 of this Tariff, payment in full is due within thirty (30) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.

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## SECTION 2 - RULES AND REGULATIONS

### 2.8 Rendering and Payment of Bills

#### 2.8.2 Payment For All Other Services

##### (A) Billing Period

The Company uses cycle billing. The billing period is one month. Except for fraud, charges may be assessed for unbilled traffic up to two years in arrears.

##### (B) Direct Billing By Company Or Authorized Billing Agent

- .1 Bills are sent to the current billing address no later than thirty (30) days following the close of billing. Billing detail and special reporting is forwarded monthly based on the Customer's billing cycle. The due date is disclosed shown on the bill. Payment in full is due within thirty (30) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.



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## SECTION 2 - RULES AND REGULATIONS

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### 2.8 Rendering and Payment of Bills (continued)

#### 2.8.2 Payment For All Other Services (continued)

##### (B) Direct Billing By Company Or Authorized Billing Agent (continued)

- .2 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. A late charge applies to any past due balance. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- .3 For Customers subscribing to the Speer Corporate Calling Card that choose the direct bill option, bills are sent to the Customer's current billing address when the calling card is activated or recharged.

##### (C) Credit Card Billing

- .1 With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will be provided separately via United States mail, express mail service, fax, or e-mail. . For calling card Services billed to a Credit Card, charges for Service are sent to the Customer's Credit Card company when the card is activated or recharged. When calling card Service is billed via Credit Card billing, each calling card has a preset dollar limit established by the Customer. During the billing month, limits may be increased at the Customer's request.

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### 2.9 Customer Service

#### 2.9.1 General

Customer Service may be contacted in writing at 3201 Dickerson Pike, Nashville, Tennessee 37207. Customers may also contact Customer Service by dialing a toll-free 800/888 number. Customer Service representatives are available twenty-four hours per day, seven days per week, 365 days per year. For Cardholders subscribing to Prepaid Calling Card Service, the 800/888 number is printed on the card.

#### 2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.9.1 of this tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

#### 2.9.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Section 2.9.1 of this tariff.

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### 2.10 Cancellation of Service By Customer

#### 2.10.1 General

Except for Prepaid Calling Card Service, a Customer may cancel Service by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.9.1 of this Tariff. Cancellation of the Customer's Service will be effective when the LEC or CLEC changes the PIC code, or when the DUC moves the Service to another long distance company. Services offered under term plans are subject to early termination penalties pursuant to the Company's Tariff F.C.C. No. 1.

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### 2.11 Termination of Service By Company

- 2.11.1 The Company may terminate Service to the Customer upon five (5) days' written notice to the Customer for any condition listed in Section 2.2.7 of this Tariff. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class United States Mail, express overnight delivery, fax, or e-mail. The selection of the method of delivery of the notice is made by the Company.
- 2.11.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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## SECTION 2 - RULES AND REGULATIONS

### 2.12 Taxes

#### 2.12.1 Speer Prepaid Calling Card and Speer Private Label Prepaid Calling Card.

The usage rates in Section 4 of this Tariff are inclusive of all surcharges, taxes, and fees except for point-of-sales ("sales") taxes.

#### 2.12.2 All Other Services

- (A) For all Services other than the Speer Prepaid Calling Card and Speer Private Label Prepaid Calling Card, the usage rates in Section 4 of this Tariff are exclusive of all surcharges, taxes, and fees.
- (B) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.
- (C) All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices or are provided with call detail, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Tariff.

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### 2.12 Taxes (continued)

#### 2.12.3 Tax Exempt Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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### 2.13 Transfer or Assignment

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met.

- 2.13.1 The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- 2.13.2 Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- 2.13.3 New Customer's (assignee Customer) credit is approved by the Company; and
- 2.13.4 The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.
- 2.13.5 Any permitted assignment or transfer of Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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### 2.14 Timing of Calls

#### 2.14.1 Speer Audioconferencing

For calls billed under the standard rate option or the premium rate option, timing begins at the start of the call as initiated by the Coordinator. Timing ends when either the last party disconnects or the Coordinator terminates the call. For calls billed under the automated rate option, timing begins when the first party enters the Conference Bridge. Timing ends when the last party disconnects from the call.

#### 2.14.2 Prepaid Calling Cards

- (A) Timing begins when the called station answers and the Company's switch detects hardware answer supervision. Timing ends when the calling party hangs up. If the calling party elects to use the sequential calling feature, the party is prompted to enter (X) and place another call without re-dialing the 800 number and re-entering the PIN. Timing ends with the completion of the last call.
- (B) If the Cardholder of Prepaid Calling Card uses the conference calling feature, each leg of the call is timed separately. Timing of the each leg of the call begins when the called station answer and terminates when the called station hangs up or when the calling station hangs up.



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### 2.14 Timing of Calls (continued)

#### 2.14.3 Calling Card Calls

Calling card calls are timed according to Section 2.14.2 this Tariff.

#### 2.14.4 All Other Usage Sensitive Services

Calls are timed by the DUC that carries the call. Conversation time is defined as when two way communications between the calling and called party is possible.

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## SECTION 2 - RULES AND REGULATIONS

### 2.15 Rate Period

#### 2.15.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

#### 2.15.2 Day, Evening, and Night Rate Periods

	Times Applicable		
Rate Period	From	To, But Not Including	Days Applicable
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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## SECTION 2 - RULES AND REGULATIONS

### 2.16 Determining Rate In Effect

#### 2.16.1 General

For outbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the calling station determines the rate in effect. For Inbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the called station determines the rate in effect. Time of day shall be determined in accordance with Section 2.15 of this Tariff. The time at the beginning of each minute of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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## SECTION 2 - RULES AND REGULATIONS

### 2.17 Interruption of Service

#### 2.17.1 Prepaid Calling Card

Credits will be issued for cut-off and poor transmission by adding time to the Customer's Prepaid Calling Card account balance. To receive credit, the Customer must contact the Company's Customer Service group as per Section 2.9.1 of this Tariff.

#### 2.17.2 All Other Usage Sensitive Services

- (A) Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- (B) To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- (C) No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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## SECTION 2 - RULES AND REGULATIONS

### 2.17 Interruption of Service (continued)

#### 2.17.2 All Other Usage Sensitive Services (continued)

- (D) Credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.4 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

### 2.18 Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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## SECTION 2 - RULES AND REGULATIONS

### 2.19 Calculation of Usage Charges

#### 2.19.1 Audioconferencing

For Audioconferencing, usage charges are calculated based on the sum of actual, not reserved, individual line usage. For example, if three people conduct a conference call for an hour and one conference participant hangs up ten minutes early, the conference charges are 170 minutes (60 + 60 + 50).

#### 2.19.2 Prepaid Calling Card Service

For Prepaid Calling Card Service that are unit based, a unit is equal to one (1) minute. The Prepaid Calling Card balance will be decremented by one unit for each minute or fractional part of minute.

#### 2.19.3 Rounding

##### (A) Billing Increments

Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.

##### (B) Per Call Charge

The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent, the fraction of such charge is rounded up to the next higher whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

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## SECTION 2 - RULES AND REGULATIONS

### 2.20 Lost Or Stolen Calling Cards, Prepaid Calling Card, Or PIN

#### 2.20.1 General

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card, Prepaid Calling Card, or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card.

#### 2.20.2 Calling Card Service

If requested by the Customer, a new calling card number and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

#### 2.20.3 Prepaid Calling Card Service

The Company will have no liability to the Customer or any third party for any claims that a Prepaid Calling Card, or its PIN, has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card account usage or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.

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## SECTION 2 - RULES AND REGULATIONS

### 2.21 Terminal Equipment

Service(s) may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.



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## SECTION 2 - RULES AND REGULATIONS

### 2.22 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's premises or delivered via fax or e-mail.

### 2.23 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

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## SECTION 2 - RULES AND REGULATIONS

### 2.24 Mileage Measurements

The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

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## SECTION 2 - RULES AND REGULATIONS

### 2.25 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by Bell Communications Research in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

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## SECTION 2 - RULES AND REGULATIONS

### 2.26 Promotions

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing Service, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges or optional feature charges, full or partial waivers of PIC charges, or any combination thereof. Terms and conditions of promotions may be limited to certain dates, times, market segments, and/or locations. The Company may engage in national and/or intrastate special promotional offerings or trial Service offerings designed to attract new customers, retain existing customers, win back former customers, or stimulate customer usage. The terms of national promotional offerings are set forth in the applicable interstate tariffs governing such programs. To the extent these programs may extend to intrastate Services, the terms of these national offerings are incorporated by reference herein. The Company may require an advance payment as a condition of a promotional offering. The Company will notify the Commission of the rates, charges, and terms and conditions of any promotion in this Tariff.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Speer Long Distance Services

##### 3.1.1 Speer 1+

Speer 1+ is an outbound only, postalized, long distance pricing plan available to Business Customers that utilize Switch Access to reach the long distance network of the DUC. The initial period and additional periods are one (1) minute or fraction thereof. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

##### 3.1.2 Speer 800

Speer 800 is an inbound only, postalized, long distance pricing plan. Calls may originate from any point in the State on any type of access but terminate via Switched Access lines between the Customer's premises and the long distance network. Speer 800 is available to Business Customers that utilize Switched Access to reach the long distance network of the DUC. The initial period and additional periods are one (1) minute or fraction thereof. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Speer Long Distance Services (continued)

##### 3.1.3 Calling Card Services

###### (A) General

Calling card Service is available to Customers for use when Customers or End Users are away from their established primary Service location. Calling card rates and charges apply to all calling card calls originating and terminating in the State regardless of the billing location of the Customer account. The initial period and additional periods are one (1) minute or fraction thereof.

Access to the long distance network for the purpose of billing a call to the Customer's calling card may be from tone-generating or rotary-dial instruments. The Customer or End User may access the long distance network and bill a call to their calling card by dialing 1 plus an 800/888 number plus the called telephone number, the calling card number, and a valid PIN. In some location, the Customer may place a calling card call by dialing a local access number. When available, the Company will provide the Customer the local access number.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Speer Long Distance Services (continued)

##### 3.1.3 Calling Card Services

###### (B) Speer Corporate Calling Card

The Speer Corporate Calling Card is available to Business Customers. For all calls, the initial period and additional period are one (1) minute or fraction thereof. Special reporting and telecommunications analysis are available on an ICB agreement. Charges for Services may be billed pursuant to Section 2.8.2 (B) of this Tariff or Section 2.8.2 (C) of this Tariff. The selection of the billing method is determined by the Customer. To help control fraud, the Customer may restrict the use of the card by area code, LATA, NPA-NXX or RBOC territory.

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### SECTION 3 - DESCRIPTION OF SERVICES

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## 3.3 Prepaid Calling Card Service

### 3.3.1 Description of Service

Prepaid Calling Card Service is a prepaid long distance Service that allows Customers to obtain a predetermined amount of access to the Company's long distance or directory assistance Services. The Company offers unit based Prepaid Calling Cards meaning there is a fixed amount of units (i.e., 5, 10, 20, 50, or some other denomination) or dollar based cards, meaning there is a fixed amount of dollars (i.e. 10, 20, 50, 100 or some other denomination) available to the Customer who purchases a card. The card is valid for six (6) months from the date of first use or until the expiration date printed on the card whichever comes first. After expiration, the card is debited an account maintenance fee of \$2.00 per month.

Prepaid Calling Card Service is offered via "800/888" access numbers and is available to a Cardholder from a touchtone or rotary phone. The Cardholder may access the Platform from anywhere in the State by dialing a universal "800/888" number plus a PIN and the called telephone number. In some locations, the Customer may place a Prepaid Calling Card call by dialing a local access number. Where available, the Company will provide the Customer the local access number. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN and determines whether time remains on the card. If time is available on the Cardholder's account, the call is completed to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance in the Cardholder's Prepaid Calling Card account.



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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.3 Prepaid Calling Card Service (continued)

##### 3.3.1 Description of Service (continued)

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of units or dollars and is deducted from the available account balance associated with each card. Each time the Cardholder is informed of the account balance, the Cardholder will be given the opportunity to recharge the card. Prepaid Calling Cards may be recharged (1) via the Platform, (2) by calling the Company's toll-free Customer Service number, or (3) by purchasing a chit at selected retail stores. The Platform debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives warning tones at three minutes and again at one minute before the Cardholder's account balance reaches zero. Calls in progress will be terminated when the balance reaches zero if the card has not been recharged.

The features available with Prepaid Calling Card Services include sequential calling capability, automatic misdial correction, single user access, information services, as well as limited conference calling capability. The calling party may add additional called numbers to the call up to a total of three called numbers. The initial period and additional periods are one (1) minute or fraction thereof.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.2 Speer Prepaid Calling Card Service (continued)

##### 3.2.2 Service Offerings

###### (A) Speer Best Rate Prepaid Calling Card

The Company determines the content, design, and production of the card. The Company is responsible for all costs associated with production and distribution of the Prepaid Calling Card to the Customer. The rate per unit varies based on the estimated annual volume of Customer.

###### .1 Option U

Option U is a unit based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in denominations of 5 units, 10 units, 15 units, 20 units, or in a denomination that is mutually agreed to by the Company and the Customer.

###### .2 Option D

Option D is a dollar based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in denominations of \$5, \$10, \$15, and \$20 or in a denomination that is mutually agreed to by the Company and the Customer.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.2 Speer Prepaid Calling Card Service (continued)

##### 3.2.2 Service Offerings (continued)

##### (B) Speer Private Label Prepaid Calling Card

The Speer Private Label Prepaid Calling Card is available to Business Customers. The card is available as a unit based card or as a dollar based card in denominations that are mutually agreed to by the Company and the Customer. The Customer determines whether the card is printed as a unit based or dollar based card. The Customer may select card stock, card design (subject to approval by the Company), the content and length of the audio billboard message (subject to approval by the Company), and the print process. The telecommunications rate for long distance Service is shown in Section 4.5.5 of this Tariff. The costs for card design, production, and development of the card and the costs of production and transmission of audio billboards are established by the Company on an ICB agreement. The Clip Rate to be printed on the Prepaid Calling Card is established by the Customer.

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### SECTION 3 - DESCRIPTION OF SERVICES

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#### 3.3 Speer Audioconferencing Service

##### 3.3.1 General

Speer Audioconferencing is a Service furnishing long distance voice telecommunications between a calling station and two or more called stations located within the State. The Service requires a teleconferencing bridge port for each called station. At any time prior to the conference call, a conference call is initiated by calling the 800/888 reservation number provided by the Company. The initial period and additional periods are one minute or fraction thereof for each call participant. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

##### 3.3.2 Conference Entry Options

- (A) Call-In is a conference entry option which allows conference call participants to dial a prearranged telephone number to reach the Conference Bridge and join the conference call. Each conference call participant furnishes its own long distance to reach the Conference Bridge. The Call-In conference entry option is available on all Speer Audioconferencing Services.
- (B) 800/888 Call-In is a conference entry option which enables conference call participants to reach the Conference Bridge and join the conference call by calling a toll-free 800/888 number provided by the Company. The 800/888 Call-In conference entry option is available on all Speer Audioconferencing Services.
- (C) Call-Out is a conference entry option where the Coordinator calls the conference call participants to connect them into the conference call. The Call-Out conference entry option is available to Customers subscribing to the standard option as described in Section 3.3.3 of this Tariff

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.3 Speer Audioconferencing Service (continued)

##### 3.3.3 Rate Options

###### (A) Automated

Conference call participants are admitted to the conference call by using a predetermined code. Entry and exit tones announce arrival/departure. The Service provides the capability to connect a multiple number of conference call participants in a single call. The conference entry options available are call-in and 800/888 call-in.

###### (B) Standard

The Coordinator announces each conference call participant and scans the call during the conference. For further assistance, a conference call participant can recall the Coordinator by signaling with the key pad. The Service provides the capability for multiple call participants in a single call.

###### (C) Premium

The Coordinator greets conference call participants, takes roll call, and calls back disconnected conference call participants, and is on-line throughout the entire call from set-up through completion. Constant monitoring is provided by multiple Coordinators assigned by the Company based on the number of participants on the call. The Service provides the capability to connect a multiple number of conference call participants in a single call.

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### SECTION 3 - DESCRIPTION OF SERVICES

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#### 3.4 Directory Assistance

##### 3.4.1 General

Intrastate Directory Assistance involves the supplying of assistance to a calling party in the State in determining or attempting to determine the telephone number of a party who is outside the calling party's area code, but within the State. Calls for Directory Assistance within the calling party's area code are routed to and handled by the LEC or CLEC. If a Customer calls directory assistance for a call within the State but outside of the calling party's area code, the call is routed to and handled by the DUC. Person-to-Person and collect calls to Directory Assistance are not allowed.

##### 3.4.2 Availability of Service

Intrastate directory assistance is available if the Customer subscribes to any outbound Service or the Virtual Office Calling Card.

##### 3.4.3 Application of Charges

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

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### SECTION 3 - DESCRIPTION OF SERVICES

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#### 3.5 Virtual Office Long Distance Services

Virtual Office Long Distance Services are combination inbound, outbound, and calling card long distance telecommunications Services available to Business Customers. Virtual Office Long Distance Services are only available to Customers that subscribe to the Company's comparable interstate Virtual Office Long Distance Service offering and have access to the Platform.

##### 3.5.1 Virtual Office Prepaid Calling Card

Virtual Office Prepaid Calling Card is available for use when Customers or End Users are away from their established primary service location. Rates and charges apply to all calls originating and terminating in the State regardless of the billing location of the Customer account. The initial period and additional periods are one (1) minute or fraction thereof. The Virtual Office Calling Card allows the Customer or End User to place outbound calls via the Platform by dialing a toll-free 800/888 number. In some locations, the Customer may place a Calling Card call by dialing a local access number. Where available, the Company will provide the Customer the local access number. Calls may be dialed, speed dialed via the Customer's Virtual Office speed dial list, or returned via captured ANI information in stored messages. Up to three simultaneous calls may be placed via the Platform. If more than three connections are required, the calls are directed to the Conference Bridge.

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### SECTION 3 - DESCRIPTION OF SERVICES

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#### 3.5 Virtual Office Services (continued)

##### 3.5.2 Virtual Office 1 +

Virtual Office 1 + is an outbound only long distance telecommunications Services for Customers that utilized Switched Access to reach the long distance network. Virtual Office 1 + Service is only available to Customers that utilize Switched Access to reach the long distance network and that subscribe to Virtual Office Prepaid Calling Card. The initial period and additional periods are one (1) minute or fraction thereof.

##### 3.5.3 Virtual Office 800

Virtual Office 800 is an inbound only, postalized, long distance pricing plan. Calls may originate from any point in the state on any type of access but terminate via Switched Access lines between the Customer's premises and the long distance network. Virtual Office 800 is available to Customers that utilize Switched Access to reach the long distance network and that subscribe to the Virtual Office Calling Card. The initial period and additional periods are one minute or fraction thereof.



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#### SECTION 4 - RATES AND CHARGES

##### 4.1 Speer Long Distance Services

###### 4.1.1 Speer 1+

The rate per minute is \$.25.

###### 4.1.2 Speer 800

The rate per minute is \$.30.

###### 4.1.3 Speer Corporate Calling Card

The rate per minute is \$.25.

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#### SECTION 4 - RATES AND CHARGES

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### 4.2 Prepaid Calling Cards

#### 4.2.1 Speer Best Rate Prepaid Calling Card 1

##### (A) Option D

The rate per minute is as follows:

Annual Usage Commitment	Rate Per Minute
less than 250,000 minutes	\$0.40
250 ,000 to less than 500,000 minutes	\$0.33
500,000 to less than 1,000,000 minutes	\$0.30
1,000,000 to less than 5,000,000 minutes	\$0.28
more than 5 ,000,000 minutes	\$0.25

##### (B) Option U

The rate per unit is as follows:

Annual Usage Commitment	Rate Per Unit
less than 250,000 Units	\$0.40
250 ,000 to less than 500,000 units	\$0.33
500,000 to less than 1,000,000 units	\$0.30
1,000,000 to 5,000,000 units	\$0.28
more than 5 ,000,000 units	\$0.25

#### 4.2.2 Speer Private Label Prepaid Calling Card

The rate is \$.25 per minute.

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#### SECTION 4 - RATES AND CHARGES

#### 4.4 Speer Audioconferencing Service

##### 4.4.1 Application of Charges

There are two rate elements for Speer Audioconferencing Service. They are usage rates and set-up charges. The per minute usage rates set forth in Section 4.6.2 apply when all legs of a conference call originate and terminate within the State. The usage rates are per minute per Site.

##### 4.4.2 Usage Rates

###### (A) Automated

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.45	\$.45
800/888 Call-In	\$.65	\$.65

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SECTION 4 - RATES AND CHARGES

4.4 Speer Audioconferencing Service (continued)

4.4.2 Usage Rates (continued)

(B) Standard

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.45	\$.45
800/888 Call-In	\$.65	\$.65
Call-Out	\$.65	\$.65

Speer Communications Virtual Media, Inc.  
Lee Provow, President  
3201 Dickerson Pike  
Nashville, Tennessee 37207

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SECTION 4 - RATES AND CHARGES

4.4 Speer Audioconferencing (continued)

4.4.2 Usage Rates (continued)

(C) Premium

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.55	\$.55
800/888 Call- In	\$.85	\$.85
Call-Out	\$.85	\$.85

4.4.2 Set-up Charge

The set-up charge is \$5.00 per site per call.

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#### SECTION 4 - RATES AND CHARGES

##### 4.5 Directory Assistance Services

Direct dialed calls to directory assistance will be billed at \$.00 per call. Any calls to directory assistance utilizing an operator will be billed the directory assistance charge plus the applicable operator services charges(s) pursuant to Section 4.2.1 (A) of this Tariff.

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## SECTION 4 - RATES AND CHARGES

### 4.6 Virtual Office Services

#### 4.6.1 Virtual Office Prepaid Calling Card

The rate is \$0.149 per minute. For Conference Calling, the rate is \$0.149 per minute per leg for up to three participants. Beyond three Participants, Conference bridge must be employed and the rates are the same as shown in Section 4.4 of this tariff. For callers using local access to reach the Virtual Office Prepaid Calling Card Platform, the rate for calls to the Nashville local calling area is \$.030 per minute.

#### 4.6.2 Virtual Office 1+

The rate is \$0.150 per minute.

#### 4.6.3 Virtual Office 800

The rate is \$0.150 per minute.

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## SECTION 4 - RATES AND CHARGES

### 4.7 Miscellaneous Charges

#### 4.7.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$0.35 per call for all such traffic.



## **EXHIBIT 5**

### **VERIFICATIONS**

VERIFICATION OF APPLICATION

STATE OF TENNESSEE    )  
  ) ss.  
COUNTY OF DAVIDSON )

I, Frank Gruber, upon being duly sworn, depose, and state as follows:

1. I am currently Vice President of Speer Communications Virtual Media, Inc. ("SCVM"), 3201 Dickerson Pike, Nashville, Tennessee 37207.
2. I am familiar with the contents of this joint application filed with the Tennessee Regulatory Authority herein.
3. I, as Vice President, have the authority to file this Application on behalf of Speer Communications Virtual Media, Inc. as its official act & deed.
4. I hereby attest to and adopt all filings submitted with this Application, the contents of which are true and correct to the best of my knowledge, information, and belief.

Executed this 31<sup>ST</sup> day of December, 1998.

Speer Communications Virtual Media, Inc.

By Frank Gruber  
Frank Gruber  
Vice President

SUBSCRIBED AND SWORN TO before me on this 31<sup>ST</sup> day of  
December, 1998.

Vickie McLendon

Notary Public

My commission expires:

My Commission Expires MAY 28, 2000

[illegible]

1. I am currently Vice President of Speer Virtual Media, Ltd. ("SVM"), 3201 Dickerson Pike, Nashville, Tennessee 37207.

2. I am familiar with the contents of this joint application for transfer of certificate, assets, and control filed with the Tennessee Regulatory Authority herein.

3. I, as Vice President, have the authority to file this Application on behalf of Speer Virtual Media, Ltd. as its official act & deed.

4. I hereby attest to and adopt all filings submitted with this Application, the contents of which are true and correct to the best of my knowledge, information, and belief.

Executed this 30<sup>th</sup> day of December, 1998.

**Speer Virtual Media, Ltd.**

By Thomas D. Weekly  
Thomas D. Weekly  
Vice President

SUBSCRIBED AND SWORN TO before me on this 30<sup>th</sup> day of December, 1998.

Victorie McCutcheon  
Notary Public

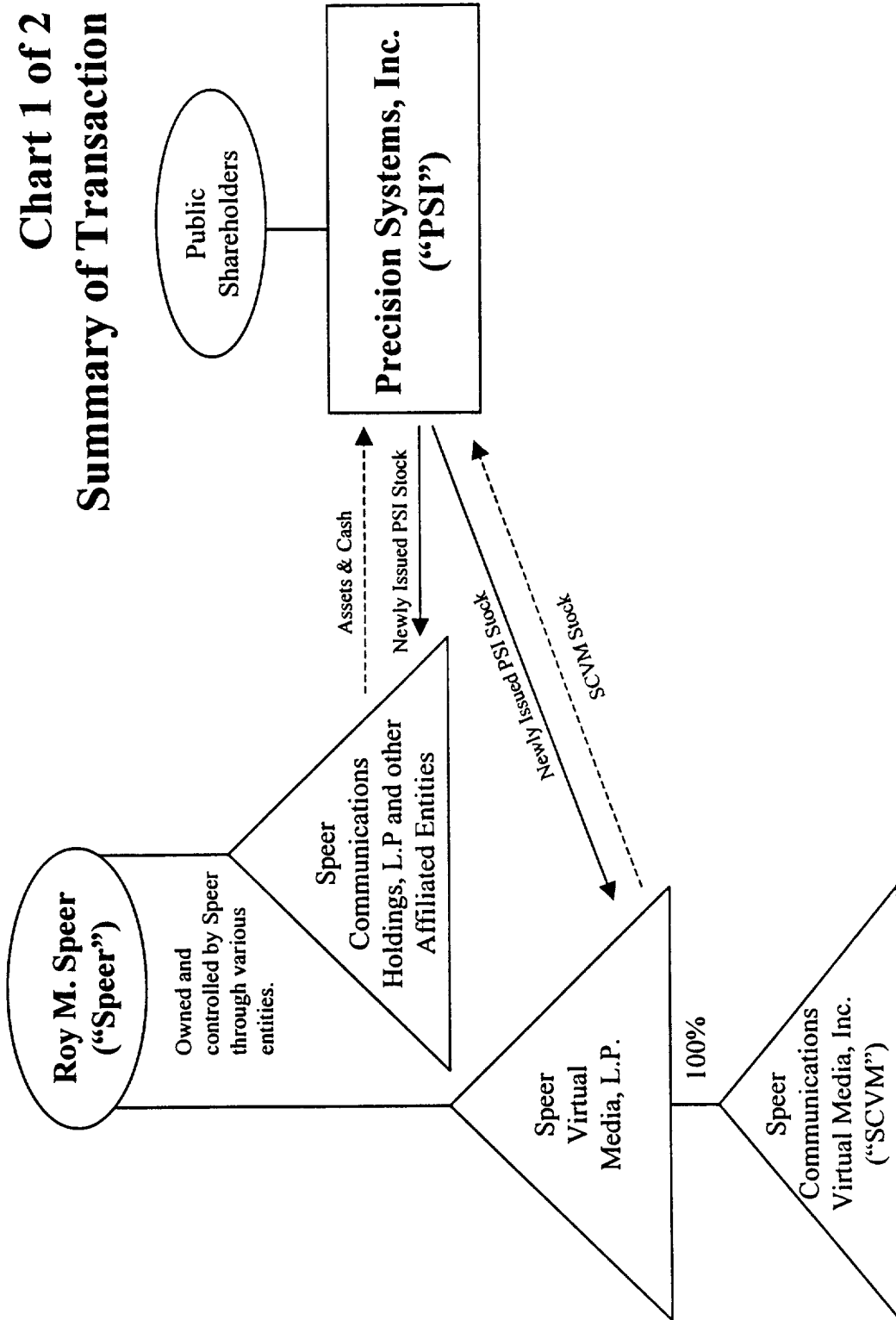
My commission expires:

**My Commission Expires MAY 28, 2000**

## **EXHIBIT 6**

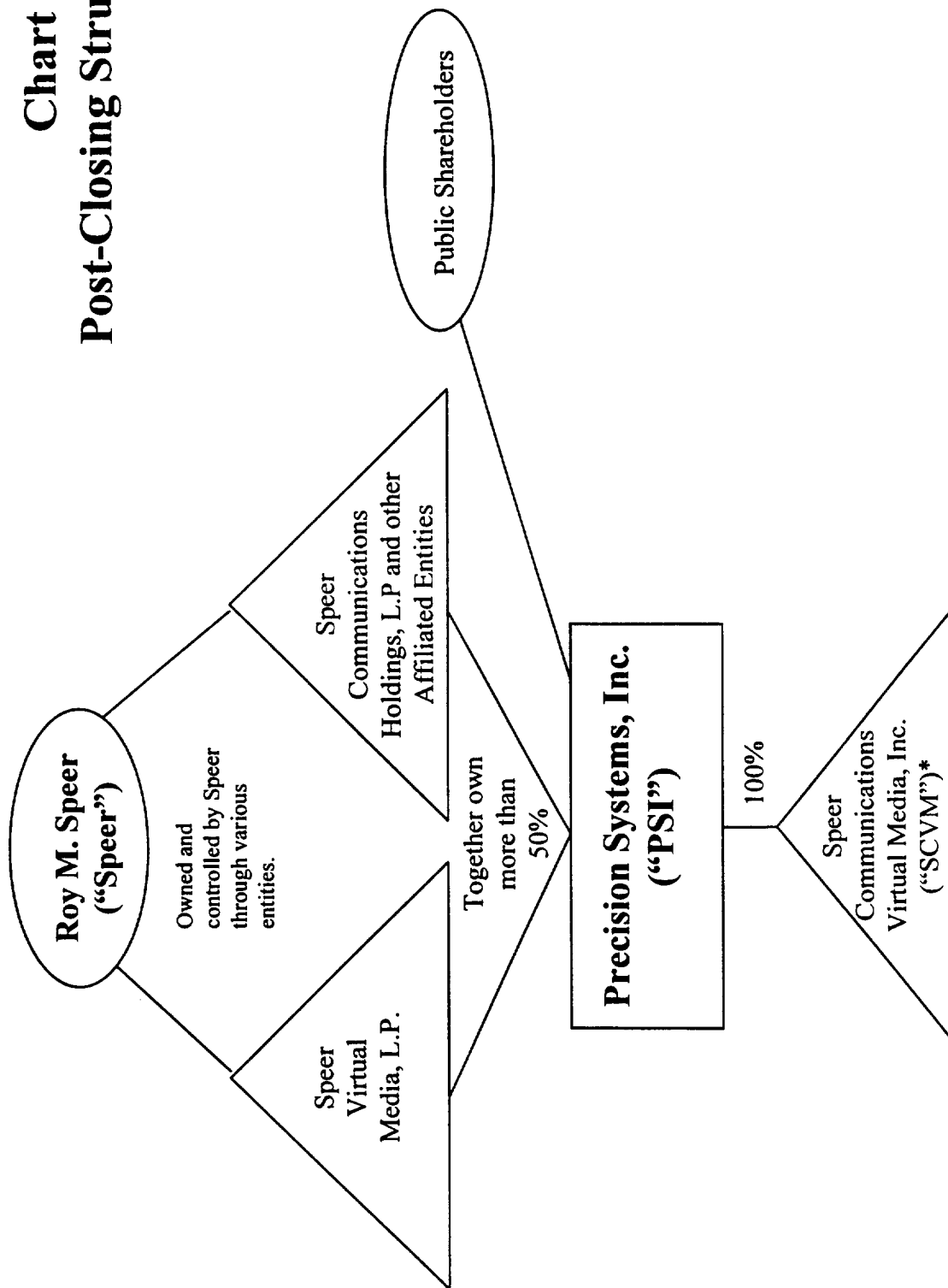
### **PRE-TRANSFER AND POST-TRANSFER ORGANIZATION CHARTS**

# Proposed Acquisition of Precision Systems, Inc. by Certain Entities Owned and Controlled by Roy M. Speer



# Proposed Acquisition of Precision Systems, Inc. by Certain Entities Owned and Controlled by Roy M. Speer

Chart 2 of 2  
Post-Closing Structure



\* Thus, both before and after the transaction, the state certifications will be held by a Speer entity owned and controlled by Speer.